

A. G. Contract No. KR94 3029TRN  
ECS File No.: JPA 94-269  
Project: P4494 01P  
Section: Bicycle Safety

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF ELOY

THIS AGREEMENT is entered into 3 February, 1995,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE  
CITY OF ELOY, acting by and through its MAYOR and CITY COUNCIL  
(the "City").

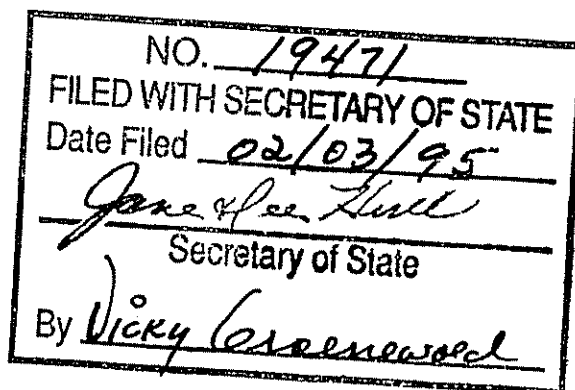
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and authorized  
the undersigned to execute this agreement on behalf of the City.

3. The Federal Highway Administration has provided  
planning and research (SPR) State administered grant funds for  
various safety programs, including, but not limited to, bicycle  
safety education and related applications. The State has  
evaluated and approved a grant in the amount of \$1,000.00 for  
the City.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE

### 1. The City will:

a. Invoice the State for grant funds in the amount of \$1,000.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

### 2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the City \$1,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the City by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Eloy  
City Manager  
628 N. Main  
Eloy, AZ 85231


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

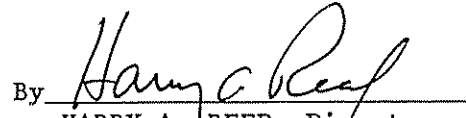
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF ELOY

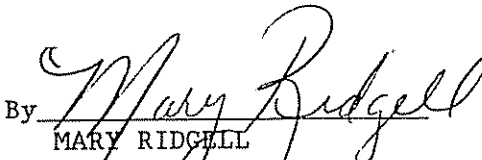
STATE OF ARIZONA

Department of Transportation

By   
ARMIDA S. FLORES  
Mayor

By   
HARRY A. REED, Director  
Transportation Planning  
Division

ATTEST

By   
MARY RIDGELL  
City Clerk

RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
\_\_\_\_\_  
LARRY S. BONINE  
Director

EXTRACT FROM THE MINUTES  
OF THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF ELOY, ARIZONA

The Mayor and Council of the City of Eloy met in regular session in the Council Chambers at City Hall of the City of Eloy, Arizona, at 7:00 O'clock p.m. on the 9th day of January, 1995, all members having been notified of the time and place hereof.

PRESENT: Mr. Decker, Vice Mayor Cruz, Mayor Flores, Mrs. Amerson, Mrs. Hudson, Mr. Coley

ABSENT: Mr. Leija

Was a quorum declared? xxx Yes \_\_\_\_\_ No

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ACTION TAKEN:

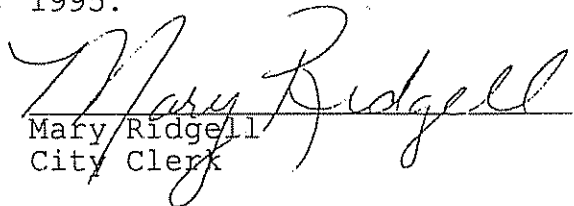
Motion by Vice Mayor Cruz, seconded by Mrs. Amerson to approve Intergovernmental Agreement between the City of Eloy and Arizona Department of Transportation for the Bicycle Safety grant, passed unanimously.

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I, Mary Ridgell, the duly qualified and appointed City Clerk for the City of Eloy, County of Pinal, State of Arizona, do hereby certify that the foregoing is a true and correct extract from the original minutes of the meeting of the Mayor and Council of said City held on the 9th day of January, 1995, insofar as said minutes relate to matters set forth in the extract above and that a quorum was present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said City this 17th day of January, 1995.

SEAL

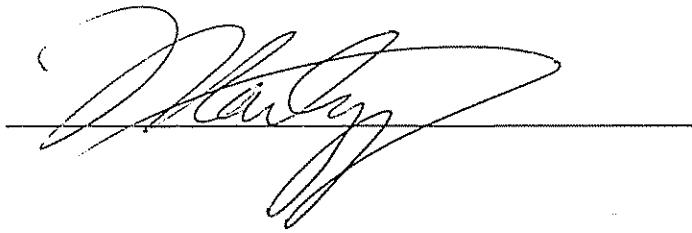
  
Mary Ridgell  
City Clerk

ATTORNEY APPROVAL

I have reviewed the attached agreement pursuant to A.R.S. 11-952 and declare this agreement to be in proper form and within the powers and authority granted to the City of Eloy under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

DATED this 11 day of Jan, 1995.

A handwritten signature, appearing to be "J. Martinez", is written over a horizontal line.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-3029-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27<sup>th</sup> day of January, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
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